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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MARIN

CHURCH OF SCIENTOLOGY)	CASE NO. 157 680
INTERNATIONAL, a California not-)	
for-profit religious corporation,	)	[CONSOLIDATED]
)	
	)	PLAINTIFF'S REPLY IN
	)	SUPPORT OF MOTION FOR
Plaintiff,	)	PROTECTIVE ORDER; REQUEST
	)	FOR SANCTIONS AGAINST
	)	DEFENDANT GERALD ARMSTRONG
)	
vs.)	
)	
)	
	)	DATE: March 9, 1995
	)	TIME: 10:00 a.m.
GERALD ARMSTRONG; DOES 1 through	)	DEPT: LAW AND DISCOVERY
25, inclusive,)	
	)	HEARING JUDGE: DISCOVERY
	)	REFEREE
Defendants.)	
	)	TRIAL DATE: May 18, 1995

1 I.

2 INTRODUCTION

3 Gerald Armstrong opposes plaintiff's motion for protective
4 order and sanctions by repetition of the sleight of hand that he
5 has attempted throughout this litigation. Apparently he hopes
6 that by denouncing the Church (and his own former lawyers) as
7 "evil," "diabolic," and "demonic," he will be able to convince
8 this Referee to rule in contradiction to three Superior Court
9 judges and the Court of Appeal. In light of the many rulings of
10 the Court in this action rejecting Armstrong's assertion that his
11 breaches of the contract may be excused or justified by
12 statements of the Church, Armstrong's opposition, like the
13 interrogatories themselves, lacks substantial justification. The
14 protective order should be granted, and Armstrong sanctioned.¹

15 II.

16 ARMSTRONG'S DISCOVERY REQUESTS ARE NOT RELEVANT TO ANY
17 ISSUES WHICH HAVE YET TO BE DECIDED IN THIS CASE

18 The discovery which Armstrong seeks in the form of 1,150
19 interrogatories is irrelevant, improper and outrageous.
20 Armstrong may believe that "Scientology's interpretation of the
21 'agreement' is un-American, unfair, unjust, unreasonable and
22 unworkable." [Oppo. at 6] However, the interpretation against
23 which Armstrong rails is not merely that of "Scientology" (or
24 even of the plaintiff Church). It is the interpretation of the
25 Honorable Ronald Sohigian, of the Los Angeles Superior Court, who

26 _____
27 ¹ Mr. Greene has withdrawn as Armstrong's counsel. Since Mr.
28 Greene has not joined his former client in opposing Church's
motion, the Church withdraws its request for sanctions as to Mr.
Greene, and renews its request for sanctions as to Armstrong.

1 enforced the agreement by way of preliminary injunction
2 [Declaration of Laurie J. Bartilson, Ex. A]. It is the
3 interpretation of the Second District Court of Appeal, which
4 upheld Judge Sohigian's order of preliminary injunction [Id., Ex.
5 B]. It is the interpretation of the Honorable David Horowitz, of
6 the Los Angeles Superior Court, who ruled that the Church had not
7 breached the agreement as a matter of law, and dismissed
8 Armstrong's cross-complaint [Ex. D to Moving Papers]. And it is
9 the interpretation of the Honorable Gary Thomas, who just a month
10 ago rejected Armstrong's "duress" and "mutuality" defenses, and
11 granted the Church summary adjudication of two causes of action
12 for breach of contract [Bartilson Dec., Ex. C]. Each of these
13 judges has found -- independently, and after examining all of the
14 evidence -- that the contract at issue is valid, legal, and
15 enforceable against Armstrong.²

16 Summary adjudication motions brought by the Church have
17 already disposed of the only issues Armstrong raises in his
18 opposition. On January 27, 1995, Judge Thomas decided that
19 Armstrong's affirmative defenses (including those cited by
20 Armstrong at page 6 of his opposition) were insufficient as a
21 matter of law to overcome the breach of contract claims [Ex. C].
22 On August 16, 1994, Judge Horowitz rejected Armstrong's attempt
23 to sue the Church for breach of contract for making statements
24 about him, finding in no uncertain terms that the contract did
25 not bind the Church to silence as it bound Armstrong.

26
27 ² Indeed, every court has been quick to point out that Armstrong
28 should not be heard to complain that the Agreement is unfair,
when he happily took \$800,000 from the Church in settlement in
1986.

1 The issues which remain in this case concern the Church's
2 right to further damages and/or a permanent injunction for
3 further breaches, and whether or not Armstrong fraudulently
4 conveyed away his substantial settlement proceeds in 1990. What
5 the Church has said about Armstrong to the press is irrelevant to
6 these issues. Armstrong does not need to collect more
7 "evidence" to show that the Church is a "pernicious and dangerous
8 cult of unreason." He has already dumped feet of such "evidence"
9 into the files of the Court, and the Court has found that it does
10 not justify Armstrong's misconduct.

11 Armstrong may consider the statements about which he has
12 asked 1,150 questions to be "highly charged, highly inflammatory,
13 and highly untrue." This is irrelevant. This is not a case in
14 which Gerry Armstrong is suing the Church for defamation.
15 Indeed, Armstrong has been unable to state any viable cross-
16 complaint against the Church at all. This is a case in which
17 the Church is suing Armstrong for breach of contract. The
18 statements are purely and simply outside the scope of this
19 litigation.

20 Moreover, the Church has acknowledged the documents, and has
21 admitted that they have been distributed to the press. The
22 Church has also provided Armstrong with the substantial
23 documentation which backs every statement of fact and opinion
24 expressed, and which was also sent to the media. Armstrong could
25 not possibly need any further discovery concerning these
26 documents. His interrogatories are irrelevant, cumulative,
27 burdensome, and designed to harass.

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1 III.

2 ARMSTRONG'S CONDUCT JUSTIFIES THE IMPOSITION OF SANCTIONS

3 Armstrong asserts that, in lieu of the declaration of need
4 required by the Code, his attorney sent Ms. Bartilson a letter
5 [Oppo. at 5]. However, Ms. Bartilson did not receive the letter
6 which Armstrong has attached to his declaration as Exhibit 10.
7 If the letter was written by Mr. Greene on the date suggested by
8 Armstrong, it was never sent to Ms. Bartilson. [Bartilson Dec., ¶
9 3] Even if Mr. Greene had sent a letter, it would have been
10 insufficient. The Code is also very specific that excessive
11 interrogatories must be accompanied, not by a letter of
12 explanation, but by a declaration signed under the penalty of
13 perjury. Code of Civil Procedure Section 2030(c).

14 Nor is there any excuse for the refusal of Armstrong and his
15 counsel to even discuss a reasonable reduction of the
16 interrogatories with plaintiff's counsel. The interrogatories
17 are cumulative discovery. Further, the interrogatories are
18 unduly burdensome and expensive to answer, particularly in
19 relation to the importance of the questions to any issues in the
20 case. Armstrong has asked the Church to answer 1,150 questions
21 about documents that are not even at issue. Their obvious
22 purpose is harass, annoy and burden the Church, rather than to
23 obtain relevant information.

24 Under these circumstances, sanctions, as well as a
25 protective order, are plainly warranted. C.C.P. §128.5(a); Day v.
26 Rosenthal (1985) 170 Cal.App.3d 1125, 1171, 217 Cal.Rptr. 89.

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IV.

CONCLUSION

Defendant Armstrong propounded a set of 1,150 interrogatories to plaintiff and refused all efforts to meet and confer, or to replace the interrogatories with a smaller number. Further, the interrogatories themselves wholly concern matters that have already been adjudicated by the Court to be irrelevant. For all of these reasons, together with the reasons discussed in the Moving Papers, the Referee should recommend to the Court that a protective Order issue, striking the interrogatories and requiring defendant Armstrong to pay to plaintiff sanctions in the amount of \$1,150.

Dated: March 7, 1995

Respectfully submitted,

MOXON & BARTILSON

By: Laurie J. Bartilson msiv
Laurie J. Bartilson

Andrew H. Wilson
WILSON, RYAN & CAMPILONGO

Attorneys for Plaintiff,
CHURCH OF SCIENTOLOGY INTERNATIONAL

1 PROOF OF SERVICE

2 I declare that I am employed in the City and County of San
3 Francisco, California.

4 I am over the age of eighteen years and not a party to the
5 within entitled action. My business address is 115 Sansome Street,
6 Suite 400, San Francisco, California.

7 On March 7, 1995, I caused the attached copy of
8 **PLAINTIFF'S REPLY IN SUPPORT OF MOTION FOR PROTECTIVE ORDER; REQUEST**
9 **FOR SANCTIONS AGAINST DEFENDANT GERALD ARMSTRONG and DECLARATION OF**
10 **LAURIE J. BARTILSON IN SUPPORT OF PLAINTIFF'S REPLY TO ARMSTRONG'S**
11 **OPPOSITION TO MOTION FOR PROTECTIVE ORDER AND SANCTIONS** on the
12 following in said cause, by placing for deposit with Lightning
13 Express Messenger Service on this day in the ordinary course of
14 business, true copies thereof enclosed in a sealed envelope. The
15 envelope was addressed as follows:

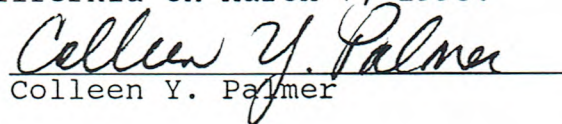
16 Gerald Armstrong
17 715 Sir Francis Drake Blvd.
18 San Anselmo, California 94960-1949

19 Michael Walton
20 700 Larkspur Landing Circle
21 Larkspur, CA 94939

22 William Benz
23 900 Larkspur Landing Circle, #185
24 Larkspur, CA 94939

25 I declare under the penalty of perjury under the laws of
26 the State of California that the foregoing is true and correct.

27 Executed at San Francisco, California on March 7, 1995.

28 
Colleen Y. Palmer